

MORTGAGE RECORD NO. 58

This Indenture, Made this first day of May in the year of our Lord nineteen hundred and twenty between Fred A. Thudium and Hannah Thudium, his wife of Baldwin City in the County of Douglas and State of Kansas, of the first part, and Hannah J. Green of the second part:

WITNESSETH That the said part iw of the first part, in consideration of the sum of One Thousand DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sell sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:

The South One half (1/2) of Lot numbered Seventy-four (74), Seventy-five (75), and Seventy-six (76), on High Street, in Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said part iw of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars

according to the terms of Five certain notes due this day executed and delivered by the said first parties of the first part to the said part y of the second part each note bearing seven per cent interest per annum and payable semi-annually.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y of the second part, her executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said first parties or their heirs and assigns.

IN WITNESS WHEREOF, The said part iw of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Fred A. Thudium (SEAL)

Hanna Thudium (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 6th day of May A. D. 1922, before me,

the undersigned a Notary Public in and for said County and State, came Fred A. Thudium and Hannah Thudium, his wife

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year

last above written

My Commission Expires March 28th 1924

J. B. Rose

Notary Public.

Filed for Record the 9 day of Aug A. D. 1922, at 3:10 o'clock P. M.

Estelle Norchaugh Register of Deeds

Ernest Floras Deputy.

The above grant is intended as a mortgage to secure the payment of the sum of \$1,000.00. The mortgage is not to be construed as a sale of the land. The mortgage is not to be construed as a sale of the land. The mortgage is not to be construed as a sale of the land.

Recorded Nov 4 1922
Estelle Norchaugh
Register of Deeds
Douglas County, Mo.

The following is endorsed on the original instrument:
The mortgage described herein having been paid in full, this mortgage is hereby

Recorded March 4 1924